

EXHIBIT 9

Orchard Hotel LLC
c/o Maverick Real Estate Partners
14 E 38th Street, 12th Floor
New York, NY 10016

June 23, 2011

BY CERTIFIED MAIL
RETURN RECEIPT REQUESTED

D.A.B. Group LLC
154 Acres Road
Monroe, New York 10950

85 Hawthorne Avenue
Valley Stream, New York 11580

PDF VIA EMAIL

Mr. Ben Zhavian - dabgroupllc@yahoo.com

Re: NOTICE OF DEFAULT
139-141 Orchard Street, New York, New York (the "Property")

Gentlemen:

Reference is hereby made to that certain Consolidated Secured Promissory Note dated November 8, 2007 ("Project Loan Note"), by D.A.B. Group LLC ("Borrower") to Brooklyn Federal Savings Bank ("Lender"); Mortgage Consolidation, Extension, Modification and Security Agreement dated November 8, 2007 ("Project Loan Mortgage"), between Borrower, as Mortgagor, and Lender, as Mortgagee; Secured Building Loan Promissory Note dated August 21, 2008 ("Building Loan Note"), by Borrower to Lender; Building Loan Mortgage and Security Agreement dated August 21, 2008 ("Building Loan Mortgage"), from Borrower, as Mortgagor, to Lender, as Mortgagee; and all guarantees and other documents executed in connection with the aforementioned documents (collectively, the "Loan Documents").¹

The Project Loan Note and Building Loan Note matured on March 1, 2011 and are in default. This letter shall serve as notice of the occurrence of additional Events of Default under the Loan Documents since March 1, 2011.

(i) On or about March 23, 2011, the Borrower's insurance policy for the Property was cancelled. A copy of a Notice of Cancellation for non-payment of the premium is attached hereto as Exhibit A. Pursuant to Section 21(c) of the Project Loan Mortgage and Section 2.01(q) of the Building Loan Mortgage, failure to maintain all policies of insurance required under the Project Loan Mortgage is an Event of Default.

¹ Capitalized terms used in this letter but not defined herein shall have the respective meanings provided in the Loan Documents.

(ii) As of June 14, 2011, there were at least three open violations issued by the Department of Buildings against the Property, each dated on or before March 15, 2011. A copy of the details of these violations, as posted on the Department of Buildings website, is attached hereto as Exhibit B. Pursuant to Section 21(j) of the Project Loan Mortgage, Borrower's failure to properly cure any building department violations within 30 days of notice of such violations is an Event of Default.

(iii) On or about March 23, 2011, Cava Construction and Development, Inc. commenced an action to foreclose a mechanic's lien filed against the Property in the amount of \$959,229. A copy of the Summons and Verified Complaint filed in the Supreme Court of the State of New York, Index No. 650775/2011, is attached hereto as Exhibit C. Pursuant to Section 2.01(m) of the Building Loan Mortgage and Section 5.1(j) of the Building Loan Agreement dated August 21, 2008, between Borrower and Lender (the "Building Loan Agreement"), the institution by any lienor of a foreclosure action against the Property or any part thereof is an Event of Default.

(iv) On or about April 14, 2011, the Supreme Court of the State of New York entered judgment in the amount of \$1,133,341.61 against the Borrower. A copy of the entry for the Judgment from the online docket for Index No. 5785/2011 (Westchester County) is attached hereto as Exhibit D. Pursuant to Section 2.01(f) of the Building Loan Mortgage, failure to discharge or pay a final judgment against the Borrower in excess of \$25,000 within 30 days of the date of entry is an Event of Default.

(v) On or about April 11, 2011, a mechanic's lien in the amount of \$1,230,000 was filed against the Property by JJ K Mechanical Inc. A copy of the Notice of Lien is attached hereto as Exhibit E. Pursuant to Section 2.01(m) of the Building Loan Mortgage and Section 5.1(k) of the Building Loan Agreement, failure to remove or bond any mechanic's lien filed against the Property within 30 days of filing is an Event of Default.

(vi) On or about April 6, 2011, a mechanic's lien in the amount of \$413,488 was filed against the Property by Edward Mills & Associates. A copy of the Notice of Lien is attached hereto as Exhibit F. Pursuant to Section 2.01(m) of the Building Loan Mortgage and Section 5.1(k) of the Building Loan Agreement, failure to remove or bond any mechanic's lien filed against the Property within 30 days of filing is an Event of Default.

(vii) On or about April 13, 2011, a mechanic's lien in the amount of \$92,500 was filed against the Property by Citywide Construction Works Inc. A copy of the Notice of Lien is attached hereto as Exhibit G. Pursuant to Section 2.01(m) of the Building Loan Mortgage and Section 5.1(k) of the Building Loan Agreement, failure to remove or bond any mechanic's lien filed against the Property within 30 days of filing is an Event of Default.

(viii) On or about April 12, 2011, a mechanic's lien in the amount of \$40,000 was filed against the Property by Casino Development Group, Inc. Pursuant to Section 2.01(m) of the Building Loan Mortgage and Section 5.1(k) of the Building Loan Agreement, failure to remove or bond any mechanic's lien filed against the Property within 30 days of filing is an Event of Default.

As of June 23, 2011, the following amounts were due and owing under the Project Loan Note: \$5,500,000 in principal, \$417,598.53 in interest, and \$275,000 in late charges, plus collection costs and expenses, including reasonable attorney's fees. As of June 23, 2011, the following amounts were due and owing under the Building Loan Note: \$7,960,673.24 in principal, \$604,430.04 in interest, and \$398,033.66 in late charges, plus collection costs and expenses, including reasonable attorney's fees.

Please be advised that pursuant to Section 23 of the Project Loan Mortgage and Section 2.01 of the Building Loan Mortgage, the Lender is entitled, but not obligated, to cure any Events of Default or take other action to protect its interest in the Property, and any costs and expenses incurred thereby shall be added to the Borrower's indebtedness and accrue interest at the Default Rate.

Please be further advised that (i) the Lender has not waived, and does not hereby waive, any default or Event of Default, (ii) the Lender is not obligated in any way, and has not agreed, to forbear from individually or collectively enforcing rights or remedies under the Project Loan Note and Mortgage, the Building Loan Note and Mortgage, any other Loan Document or applicable law, in equity or otherwise, all such rights and remedies hereby being expressly reserved by the Lender, (iii) no past or future forbearance on the part of the Lender should be viewed as a limitation upon or waiver of the absolute right and privilege of the Lender in exercising any or all remedies that currently or may in the future exist, and (iv) any single or partial exercise of any right or remedy under any Loan Document shall not preclude any other or further exercise thereof or the exercise of any other right or remedy. All of the Lender's rights under the Project Loan Note and Mortgage, Building Loan Note and Mortgage, any other Loan Document, and applicable law, in equity or otherwise, are hereby reserved and may be enforced at any time.

No delay on the part of the Lender in exercising any of its respective rights, powers or remedies shall operate as a waiver thereof or otherwise prejudice any of such rights, powers and remedies. No oral communication from, or on behalf of, the Lender by any party shall constitute any agreement, commitment or evidence of any assurance or intention on the part of the Lender. Any agreement, commitment, assurance or intention of the Lender shall be effective only if in writing and duly executed on behalf of the Lender.

Sincerely yours,



David Aviram

Exhibit A

FEDERAL INSURANCE COMPANY
55 WATER STREET
28TH - 30TH FLOOR
NEW YORK NY 10041-2899

NOTICE OF CANCELLATION OF INSURANCE

Named Insured & Mailing Address:

Producer: 006891000000

DAB GROUP LLC
85 WEST HAWTHORNE AVE.
VALLEY STREAM NY 11580

SERRES VISIONE & RICE INC.
108 GREENWICH ST
NEW YORK NY 10006-0000

Policy No.: 000006684791
Type of Policy: INLAND MAR
Date of Cancellation: 03/23/2011, 12:01 A.M. Standard Time at the mailing address of the Named Insured.

We are cancelling this policy. Your insurance will cease on the Date of Cancellation shown above.

The reason for cancellation is: Non payment of premium due: \$10,642.00

Producer



SERRES VISIONE & RICE INC.
108 GREENWICH ST
NEW YORK NY 10006-0000

Date Mailed:
25th day of February, 2011

AUTHORIZED REPRESENTATIVE

Exhibit B



 [CLICK HERE TO SIGN UP FOR BUILDINGS NEWS](#)

NYC Department of Buildings

ECB Violation Details

Premises: 138 ALLEN STREET MANHATTAN
BIN: 1088498 Block: 415 Lot: 67

Filed At: 139 ORCHARD STREET , MANHATTAN , NY 10002
Community Board: 103

ECB Violation Summary

VIOLATION OPEN

ECB Violation Number: 34900508X

Severity: CLASS - 1

Certification Status: NO COMPLIANCE RECORDED

Hearing Status: PENDING

Penalty Balance Due: \$0.00

Respondent Information

Name: LANDO ASSOCIATES INC
Mailing Address: 134-09 36 ROAD , FLUSHING , NY 11354
License/Registration/Tracking Number: FS934

Violation Details

Violation Date: 03/15/2011 Violation Type:
Served Date: 03/15/2011 Inspection Unit: BEST SQUAD

Infraction Codes	Section of Law	Standard Description
<u>106</u>	27-/28-/BC-MISC	MISCELLANEOUS VIOLATIONS

Specific Violation Condition(s) and Remedy:

SEC. 3303.8; 1704.22.1.1 FAILURE TO PERFORM HYDROSTATIC TEST. AS NOTED: AT TIME OF INSPECTION AT ABOVE ACTIVE CONSTRUCTION SITE OBSERVED BUILDING UP TO ROOF LEVEL & STANDPIPE INSTALLED FROM CELLAR LEVEL TO ROOF

Issuing Inspector ID: 2336
Issued as Aggravated Level: NO

DOB Violation Number: 031511BS03SM02

Dept. of Buildings Compliance Information

Certification Status: NO COMPLIANCE RECORDED
Compliance On:

A Certificate of Correction must be submitted to the Administrative Enforcement Unit (AEU) for all violations. A violation that is not dismissed by ECB will continue to remain ACTIVE or "open" on DOB records until acceptable proof is submitted to the AEU, even if you have paid the penalty imposed by ECB.

ECB Hearing Information

Scheduled Hearing Date: 06/30/2011 Hearing Status: PENDING
Hearing Time: 8:30

ECB Penalty Information

Penalty Imposed: \$0.00
Adjustments: \$0.00

Amount Paid: \$0.00
Penalty Balance Due: \$0.00

ECB Violation History

Compliance Events

Hearing Events

If you have any questions please review these [Frequently Asked Questions](#), the [Glossary](#), or call the 311 Citizen Service Center by dialing 311 or (212) NEW YORK outside of New York City.



[CLICK HERE TO SIGN UP FOR BUILDINGS NEWS](#)

NYC Department of Buildings

ECB Violation Details

Premises: 138 ALLEN STREET MANHATTAN
BIN: 1088498 Block: 415 Lot: 67

Filed At: 139 ORCHARD STREET , MANHATTAN , NY 10002
Community Board: 103

ECB Violation Summary

VIOLATION OPEN

ECB Violation Number: 34874766M

Severity: CLASS - 1

Certification Status: NO COMPLIANCE RECORDED

Hearing Status: PENDING

Penalty Balance Due: \$0.00

Respondent Information

Name: FLINTROCK CONSTR SERV LLC
Mailing Address: 585 NORTH BARRY AVE , MAMARONECK , NY 10543

Violation Details

Violation Date: 02/24/2011 Violation Type: CONSTRUCTION
Served Date: 02/24/2011 Inspection Unit: BEST SQUAD

Infraction Codes	Section of Law	Standard Description
<u>118</u>	BC 3301.2,27-1009(A)	FAILURE TO INSTITUTE/MAINTAIN SAFETY EQUIPMENT MEASURES OT TEMPORARY CONSTRUCTION - NO TOE BOARDS

Specific Violation Condition(s) and Remedy:

FAILURE TO INSTITUTE/MAINTAIN SAFETY EQUIPEMNT MEASURES OR TEMPORARY CONSTRUCTION-NO TOE BOARDS.AS NOTED:@ TIME OF INSPECTION @ ABOVE ACTIVECONSTRUCTION SITE OBSERVED BUILDING UP TO ROOF LEVEL AND GUARDRAILS PR

Issuing Inspector ID: 2336

DOB Violation Number: 022411BS03SM02

Issued as Aggravated Level:

NO

Dept. of Buildings Compliance Information

Certification Status: NO COMPLIANCE RECORDED

Compliance On:

A Certificate of Correction must be submitted to the Administrative Enforcement Unit (AEU) for all violations. A violation that is not dismissed by ECB will continue to remain ACTIVE or "open" on DOB records until acceptable proof is submitted to the AEU, even if you have paid the penalty imposed by ECB.

ECB Hearing Information

Scheduled Hearing Date: 06/23/2011 Hearing Status: PENDING
Hearing Time: 8:30

ECB Penalty Information

Penalty Imposed: \$0.00

Adjustments:	\$0.00
Amount Paid:	\$0.00
Penalty Balance Due:	\$0.00

ECB Violation History

Compliance Events

Hearing Events

If you have any questions please review these [Frequently Asked Questions](#), the [Glossary](#), or call the 311 Citizen Service Center by dialing 311 or (212) NEW YORK outside of New York City.



[CLICK HERE TO SIGN UP FOR BUILDINGS NEWS](#)

NYC Department of Buildings

ECB Violation Details

Premises: 138 ALLEN STREET MANHATTAN
BIN: 1088498 Block: 415 Lot: 67

Filed At: 139 ORCHARD STREET , MANHATTAN , NY 10002
Community Board: 103

ECB Violation Summary

VIOLATION OPEN

ECB Violation Number: 34860903M

Severity: CLASS - 1

Certification Status: CERTIFICATE DISAPPROVED

Hearing Status: IN VIOLATION

Penalty Balance Due: \$1,200.00

Respondent Information

Name: FLINTLOCK CONSTRUCTION
Mailing Address: 585 NORTH BARRY AVE , MAMARONECK , NY 10543
License/Registration/Tracking Number: GC4455

Violation Details

Violation Date: 10/26/2010 Violation Type: CONSTRUCTION
Served Date: 10/26/2010 Inspection Unit: BEST SQUAD

Infraction Codes	Section of Law	Standard Description
<u>119</u>	BC 3310.5,27-1009(D)	FAIL TO HAVE SITE SAFETY MGR/COORDINATOR PRESENT AS REQUIRED

Specific Violation Condition(s) and Remedy:

FAILURE TO HAVE SITE SAFETY MANAGER PRESENT ON SITE AS REQUIRED AT THETIME OF MY INSP APPX 30 WORKERS ON SITE BLDG STRUCTURE UP TO 3 FLOOR CONSTRUCTION CREW ON SITE ERECTING 4FLOOR ON REQUEST FOR SITE SAFETY MA

Issuing Inspector ID: 2365 DOB Violation Number: 102610BSWR01
Issued as Aggravated Level: NO

Dept. of Buildings Compliance Information

Certification Status: CERTIFICATE DISAPPROVED
Compliance On:
Certification Disapproval Date: 10/22/2010

A Certificate of Correction must be submitted to the Administrative Enforcement Unit (AEU) for all violations. A violation that is not dismissed by ECB will continue to remain ACTIVE or "open" on DOB records until acceptable proof is submitted to the AEU, even if you have paid the penalty imposed by ECB.

ECB Hearing Information

Scheduled Hearing Date: 04/21/2011 Hearing Status: IN VIOLATION
Hearing Time: 10:30

ECB Penalty Information

Penalty Imposed:	\$1,200.00
Adjustments:	\$0.00
Amount Paid:	\$0.00
Penalty Balance Due:	\$1,200.00

ECB Violation History

Compliance Events

Hearing Events

Hearing Assigned On: 04/07/2011

Adjourned: 12/16/2010

If you have any questions please review these [Frequently Asked Questions](#), the [Glossary](#), or call the 311 Citizen Service Center by dialing 311 or (212) NEW YORK outside of New York City.

Exhibit C

Judgment Details

Index Number 5785-11

Defendant DAB GROUP LLC
Defendant Address 85 W HAWTHORNE AVE
VALLEY STE NY 11580

Plaintiff CAVA CONSTRUCTION & DEVELOPMENT INC
Plaintiff Address 155 MACQUESTES PKWY
MT VERNON NY 10550

Judgment Amount \$1133341.61
Attorneys TARSHIA CATANI LIBERTH MAHON & MILL
PO BOX 1479
NEWBURGH NY 0

Docketed 2011/04/14 02:22 PM
When perfected 2011/04/14 02:22 PM
Where perfected WESTCHESTER SUPREME
Transcript filed in NY 04/14/2011

Date/time filed 2011/04/14 02:22 PM

Exhibit D

PLEASE STAMP "RECEIVED"

Notice Under Mechanic's Lien LawAND RETURN TO US IN
THE ENCLOSED ENVELOPE.

THANK YOU! NY LIENS, LLC

To the Clerk of the County of **NEW YORK** and all others whom it may concern:

Please Take Notice, that **JJ K MECHANICAL INC.**, as lienor, has and claims a lien on the real property hereinafter described as follows:

Block
415Lot
67

1. The name and residence of the lienor is **JJ K MECHANICAL INC.**, being a **NEW YORK CORPORATION** whose business address and principal place of business is **251-25 HAND ROAD, LITTLE NECK, NEW YORK 11362**.
- 1(a) The name and address of lienor's attorney is none.
2. The owner of the real property is **D.A.B. GROUP LLC**, having addresses at **139 ORCHARD STREET, NEW YORK, NEW YORK 10002** and **85 WEST HAWTHORNE AVENUE, VALLEY STREAM, NEW YORK 11580** and **68-07 147TH STREET, FLUSHING, NEW YORK 11367** and the interest of the owner as far as known to the lienor is fee owner.
3. The name of the entity by whom the lienor was employed is **FLINTLOCK CONSTRUCTION SERVICES LLC**, having addresses at **585 NORTH BARRY AVENUE, MAMARONECK, NEW YORK 10543** AND **C/O WORMSER, KIELY, GALEF & JACOBS LLP, ATTN: STUART E BERELSON, 825 THIRD AVENUE, NEW YORK, NEW YORK 10022**.
4. The name of the entity to whom the lienor furnished materials and services to is **FLINTLOCK CONSTRUCTION SERVICES LLC**, having addresses at **585 NORTH BARRY AVENUE, MAMARONECK, NEW YORK 10543** AND **C/O WORMSER, KIELY, GALEF & JACOBS LLP, ATTN: STUART E BERELSON, 825 THIRD AVENUE, NEW YORK, NEW YORK 10022**. Such services, labor and materials provided were intended to and do benefit the parcels that are the subject of this notice.
5. The work / labor performed was **INSTALLATION OF NEW PLUMBING SYSTEM, NEW FIRE SUPPRESSANT SPRINKLER/STANDPIPE SYSTEM, HVAC SYSTEM, CONCRETE SLEEVES AND PENETRATING OPENINGS, ETC.** for a building located on the certain parcel of land designated as **BLOCK 415, LOT 67** and more commonly known as **139 ORCHARD STREET, NEW YORK, NEW YORK 10002**.

The material furnished was **NO-HUB PIPE, FITTING COPPER PIPE, FITTING STEEL PIPE, THREADED CAST IRON FITTING SPRINKLER GROOVE PIPE, FITTING DUCT COPPER REGRIGERANT PIPING, ETC.**

The agreed price and value of the work performed was **\$2,050,000.00**.

The agreed price and value of the material furnished is **INCLUDED IN ABOVE**.

APR 12 PM 3:13

FILED
COUNTY CLERK
N.Y. COUNTY

PLEASE STAMP "RECEIVED"
AND RETURN TO US IN
THE ENCLOSED ENVELOPE.
THANK YOU! NY LIENS, LLC

L-11-97

FILED
COUNTY CLERK
N.Y. COUNTY
APR 12 PM 3:13

The agreed price and value of the material actually manufactured for but not delivered to the real property is \$ n/a.

The agreed price and value was \$2,050,000.00.

6. The amount unpaid to lienor for said labor performed and material furnished is \$1,230,000.00.

The amount unpaid to the lienor for material actually manufactured for but not delivered to the real property is \$ n/a.

The total amount claimed for which this lien is filed is \$1,230,000.00.

7. The time when the first item of work was performed was **OCTOBER 26, 2010**.
The time when the first item of material was furnished was **OCTOBER 26, 2010**.
The time when the last item of work was performed was **MARCH 15, 2011**.
The time when the last item of material was furnished was **MARCH 15, 2011**.
8. The property subject to the lien is situated in **NEW YORK, New York**, the **County of NEW YORK**, and known as number **BLOCK 415, LOT 67** and more commonly known as **139 ORCHARD STREET, NEW YORK, NEW YORK 10002**.

That said labor and materials were performed and furnished for and used to the improvements of the real property hereinbefore described. That eight months (four months if a single family dwelling) have not elapsed dating from the last item of work performed, or from the last items of materials furnished, or since the completion of the contract, or since the final furnishing of the materials for which this lien is claimed.

Dated: **GREAT NECK, NEW YORK**
APRIL 11, 2011

JJ K MECHANICAL INC.

By: 

Name: **DIONE HERRING**

Title: **AGENT**

State of New York)
) ss.:
County of NASSAU)

DIONE HERRING, being duly sworn, deposes and says that deponent is the
AGENT of the lienor herein, that deponent has read the foregoing notice of lien and
knows the contents thereof, and that the same is true to deponent's own knowledge,
except as to the matters therein stated to be alleged upon information and belief, and
that as to those matters deponent believes it to be true. The reason why this verification
- is made by deponent is that deponent is an AGENT, to wit: the AGENT of lienor, which
is a New York Corporation.


Name: DIONE HERRING

Title: AGENT

Sworn to before me this
11TH DAY OF APRIL, 2011


Notary Public

Irwin Rosen
Notary Public, State of New York
No. 01RQ4523865
Qualified in Queens County
Commission Expires June 30, 2014

Exhibit E

ATT: BULL

**NEW YORK
COUNTY CLERK'S OFFICE**80 CENTRE ST,
NEW YORK, NY 10007
646-389-5850**INV NO: 1104002418**

OPID: 00000	109
STID:	4/6/2011 10:54 AM
NYCC_108B_POS2	
10815	AFFIDAVIT 5.00
10817	LIEN-F 30.00
Total Items	2
SubTotal	\$35.00
Total	\$35.00
Check	\$35.00
Change	\$0.00

CHECK

FILED
COUNTY CLERK
N.Y. COUNTY

NOTICE OF MECHANIC'S LIEN

2011 APR -6 AM 10:51

TO: The Clerk of the County of New York and all others whom it may concern:

PLEASE TAKE NOTICE that **Edward Mills & Associates, Architects PC** as lienor, has and claims a lien on the real property hereinafter described as follows:

- (1) The name and address of the lienor is: **Edward Mills & Associates, Architects PC**, being a New York professional corporation whose business address is 401 Broadway, Suite 501, New York, New York 10013.
- (1a) The name and address of lienor's attorney is: **Ingram Yuzek Gainen Carroll & Bertolotti, LLP**, 250 Park Avenue, New York, NY 10177.
- (2) The owners of the real property are: **139-141 Orchard Street, New York, NY:**
D.A.B. Group, LLC
68-07 147th Street
Flushing, New York 11367

77-79 Rivington Street, New York, NY:
77-79 Rivington Street Realty, LLC
85 West Hawthorne
Valley Stream, New York 11580

And the interest of each owner is: **Fee Simple**

- (3) The name of the person with whom the contract was made and by whom the lienor was employed is: **Ben Zhavian**
D.A.B. Group, LLC
- (4) The work performed was: **Architectural and related design services**
- (5) The amount unpaid to the lienor for which the Lien is claimed is: **\$413,488.18**, with interest thereon.
- (6) The time when the lienor first provided architectural services was: **March 2007**

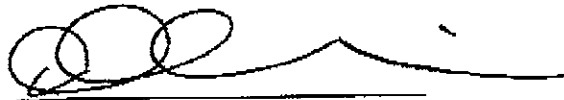
The time when the lienor last provided architectural services was: **The architectural design services were provided through April 1, 2011.**
- (7) The property subject to the lien is situated in the State, City and County of New York, specifically known as:

139 Orchard Street, New York, New York 10002
Block 415, Lot 67;

141 Orchard Street, New York, New York 10002
Block 415, Lot 66;
77 Rivington Street, New York, New York 10002
Block 415, Lot 61;
79 Rivington Street, New York, New York 10002
Block 415, Lot 62

That said architectural and related design services were performed and furnished for and are intended for use in the improvement of the real property hereinbefore described, and that 8 months have not elapsed dating from when the last item of architectural and related design services was furnished, or since the completion of the contract, or since the final furnishing of architectural design services for which this lien is claimed.

Dated: April 5, 2011



Edward I. Mills, FAIA
License No. 012052

VERIFICATION

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

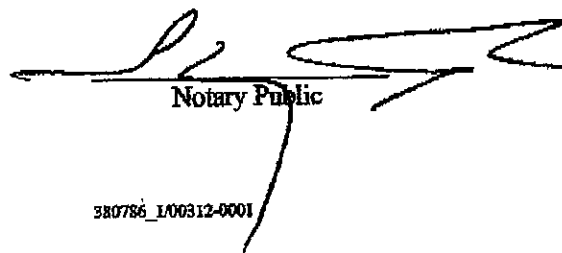
Edward I Mills, being duly sworn, deposes and says that deponent is the Principal of Edward Mills & Associates, Architects PC lienor herein, that deponent has read the foregoing notice of lien and knows the contents thereof, and that the same is true to deponent's own knowledge, except as to the matters therein stated to be upon information and belief, and that as to those matters deponent believes it to be true.

The source of deponent's information and grounds for deponent's belief as to all matters not therein stated upon deponent's knowledge are the books and records of lienor.



Edward I. Mills, FAIA

Sworn to before me this
5 day of April, 2011



Notary Public

STANLEY TISCHLER
COMMISSIONER OF DEEDS
CITY OF NEW YORK-NO. 4-3961
CERTIFICATE FILED IN NEW YORK COUNTY
COMMISSION EXPIRES MAY 1, 2012

380786_100312-0001

AFFIDAVIT OF SERVICE

FILED
COUNTY CLERK
N.Y. COUNTY
2011 APR -6 AM 10:51

STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

Jasmine Ramirez, being duly sworn, deposes and says:

That deponent is in the employ of Ingram Yuzek Gainen Carroll & Bertolotti, LLP, attorneys for Edward Mills & Associates, Architects PC, is over 18 years of age and resides in Bronx, New York. On the 5th day of April, 2011 deponent served a copy of the within Notice of Mechanic's Lien in the amount of \$413,488.18 with respect to 139 Orchard Street, New York, New York 10002, Block 415, Lot 67; 141 Orchard Street, New York, New York 10002, Block 415, Lot 66; 77 Rivington Street, New York, New York 10002, Block 415, Lot 61; 79 Rivington Street, New York, New York 10002, Block 415, Lot 62, by certified mail, return receipt requested, and regular mail upon the following at the following addresses:

Ben Zhavian
D.A.B. Group, LLC
68-07 147th Street
Flushing, New York 11367

Ben Zhavian
D.A.B. Group, LLC
85 West Hawthorne
Valley Stream, New York 11580


Ben Zhavian
D.A.B. Group, LLC
79 Rivington Street
New York, New York 10002

Ben Zhavian
77-79 Rivington Street Realty, LLC
c/o Berotti, Robins and Guskin, LLP
85 West Hawthorne
Valley Stream, New York 11580

by depositing a true and correct copy of the same properly enclosed in a postpaid wrapper,
in the official depository maintained and exclusively controlled by the United States
government.


Jasmine Ramirez

Sworn to before me this
6th day of April, 2011


Notary Public

MELISSA T. BILLIG
NOTARY PUBLIC - STATE OF NEW YORK
NO. 02818192182
QUALIFIED IN WESTCHESTER COUNTY
COMMISSION EXPIRES AUG. 25, 20 ¹²~~11~~

Exhibit F

PLEASE STAMP "RECEIVED"

AND RETURN TO US IN

THE ENCLOSED ENVELOPE

THANK YOU! NY LIENS, LLC

Notice Under Mechanic's Lien Law

FILED
COUNTY CLERK
N.Y. COUNTY
2011 MAY -4 AM 9:00

To the Clerk of the County of NEW YORK and all others whom it may concern:

Please Take Notice, that CITYWIDE CONSTRUCTION WORKS INC., as lienor, has and claims a lien on the real property hereinafter described as follows:

Block
415

Lot
66 and 67

1. The name and residence of the lienor is CITYWIDE CONSTRUCTION WORKS INC. being a NEW YORK CORPORATION whose business address and principal place of business is 818 CONEY ISLAND AVENUE, BROOKLYN, NEW YORK 11218.
- 1(a) The name and address of lienor's attorney is none.
2. The owner of the real property is D.A.B. GROUP LLC, having addresses at 139 and 141 ORCHARD STREET, A/K/A 139-141 ORCHARD STREET, NEW YORK, NEW YORK 10002 and 68-07 147TH STREET, FLUSHING, NEW YORK 11367 and 85 WEST HAWTHORNE AVENUE, VALLEY STREAM, NEW YORK 11580 and the interest of the owner as far as known to the lienor is fee owner.
3. The name of the entity by whom the lienor was employed is FLINTLOCK CONSTRUCTION SERVICES LLC, having addresses at 585 NORTH BARRY AVENUE, MAMARONECK, NEW YORK 10543 and C/O WORMSER, KIELY, GALEF & JACOBS LLP, ATTN: STUART E. BERELSON, 825 THIRD AVENUE, NEW YORK, NEW YORK 10022.
4. The name of the entity to whom the lienor furnished materials and services to is FLINTLOCK CONSTRUCTION SERVICES LLC, having addresses at 585 NORTH BARRY AVENUE, MAMARONECK, NEW YORK 10543 and C/O WORMSER, KIELY, GALEF & JACOBS LLP, ATTN: STUART E. BERELSON, 825 THIRD AVENUE, NEW YORK, NEW YORK 10022. Such services, labor and materials provided were intended to and do benefit the parcels that are the subject of this notice.
5. The work / labor performed was INSTALLATION OF 4", 6" & 8" CMU (CONCRETE MASONRY UNIT). for a building located on the certain parcel of land designated as BLOCK 415, LOT 66 and 67 and more commonly known as 139 AND 141 ORCHARD STREET, A/K/A 139-141 ORCHARD STREET, NEW YORK, NEW YORK 10002.

The material furnished was CMU, CEMENT, SAND, RE-BAR, TIES, ETC.

The agreed price and value of the work performed was \$151,495.00.

The agreed price and value of the material furnished is INCLUDED IN ABOVE.

The agreed price and value of the material actually manufactured for but not delivered to the real property is \$ n/a.

PLEASE STAMP "RECEIVED"

AND RETURN TO US IN

THE ENCLOSED ENVELOPE.

THANK YOU! NY LIENS, LLC

L-11-120

The agreed price and value was **\$151,495.00.**

The amount unpaid to lienor for said labor performed and material furnished is **\$92,500.00.**

The amount unpaid to the lienor for material actually manufactured for but not delivered to the real property is **\$ n/a.**

The total amount claimed for which this lien is filed is \$92,500.00.

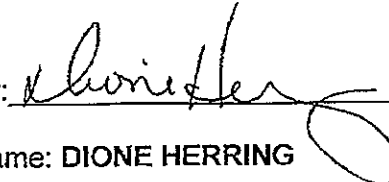
6. The time when the first item of work was performed was **DECEMBER 15, 2010.**
The time when the first item of material was furnished was **DECEMBER 15, 2010.**
The time when the last item of work was performed was **MARCH 11, 2011.**
The time when the last item of material was furnished was **MARCH 11, 2011.**

7. The property subject to the lien is situated in **NEW YORK, New York, the County of NEW YORK,** and known as number **BLOCK 415, LOT 66 and 67** and more commonly known as **-139 AND 141 ORCHARD STREET, A/K/A 139-141 ORCHARD STREET, NEW YORK, NEW YORK 10002.**

That said labor and materials were performed and furnished for and used to the improvements of the real property hereinbefore described. That eight months (four months if a single family dwelling) have not elapsed dating from the last item of work performed, or from the last items of materials furnished, or since the completion of the contract, or since the final furnishing of the materials for which this lien is claimed.

Dated: **GREAT NECK, NEW YORK**
APRIL 13, 2011

CITYWIDE CONSTRUCTION WORKS INC.

By: 

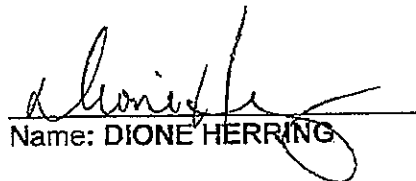
Name: **DIONE HERRING**

Title: **AGENT**

FILED
COUNTY CLERK
N.Y. COUNTY
2011 MAY -4 AM 9:00

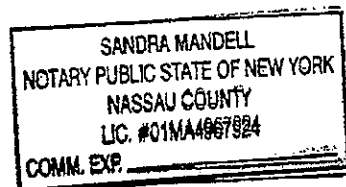
State of New York)
) ss.:
County of NASSAU)

DIONE HERRING, being duly sworn, deposes and says that deponent is the
AGENT of the lienor herein, that deponent has read the foregoing notice of lien and
knows the contents thereof, and that the same is true to deponent's own knowledge,
except as to the matters therein stated to be alleged upon information and belief, and
that as to those matters deponent believes it to be true. The reason why this verification
is made by deponent is that deponent is an AGENT, to wit: the AGENT of lienor, which
is a New York Corporation.


Name: DIONE HERRING
Title: AGENT

Sworn to before me this
29 DAY OF APRIL, 2011


Notary Public



FILED
COUNTY CLERK
N.Y. COUNTY
2011 MAY -4 AM 9:00